Contract Amendment #2 /Renewal # 2

This is an Amendment/Renewal to the Contract for <u>Corrugated Boxes</u> entered into by and between (Agency)<u>All State Agencies/PEN Products (Plainfield)</u> (hereinafter referred to as "State") and (Vendor)<u>Carey Services Inc.</u> (hereinafter referred to as "Contractor") dated (Original Date) <u>10/25/07</u>. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

In accordance with the escalation/de-escalation clause in the original bid package the contract price is amended as follows: Item # 00000000100055505

Box, Corrugated, 16Lx13Wx11D, Style – Regular slotted carton (RSC), Board Grade – ECT 32C, Joint – Glued, Print – 2 Panels, 1 Color.

New Price: \$.49 EA

A weekly delivery of these boxes to Pen Products (one truck load) will begin Wednesday, 10/28/09 and continue weekly thru the Contract Expiration Date of 10/25/10.

This will build a "set" schedule and ongoing receiving of corrugated boxes. An alternate delivery schedule is available during peak usages at the agreement of both parties and may continue as needed.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated (Original Date Contract Started) 10/25/07 to include the above named amendment. The contract term shall commence on (Original Date of Contract) 10/24/07 and shall terminate on (New contract end date) 10/25/2010.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

. Rev 12/07

Date:

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature:

| Contractor: // Lulul Cerre | |
|---------------------------------|--------------------------------|
| Printed Name: Mark & Draves | |
| Title: CFO/Presilout | |
| Date: 10-16-09 | |
| State of Indiana Agency: | |
| Signature: Margo L. Honol | |
| Printed Name: Margo L. Hood | |
| Title: Purchasing Administrator | |
| Date: 10/22/09 | |
| | |
| Indiana Office of Technology | Department of Administration |
| N/A | Mark W. Everson |
| Gerry Weaver | Mark W. Everson |
| Chief Information Officer | Commissioner / |
| Date: | Date: 10/23/09 |
| | • |
| State Budget Agency | Office of the Attorney General |
| Delegated Per FMC 98. Z | Clipaleth a. Brown for |
| Christopher A Ruhl | Gregory F. Zoeller |
| Director | Attorney General |

Date: 11-2-09